

10

M O R T G A G E .

U N I O N C A N A L C O M P A N Y
of Pennsylvania,

T O

J. R O D M A N P A U L ,

R. R U N D L E S M I T H ,

A N D

O S C A R T H O M P S O N ,

T R U S T E E S .



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AN INDENTURE, made this twenty-eighth day of October, Anno Domini, one thousand eight hundred and fifty-seven, (1857,) between the Union Canal Company of Pennsylvania, (a corporation duly created and established by, and existing under the laws of the state of Pennsylvania.) of the first part, and J. Rodman Paul, R. Rundle Smith, and Oscar Thompson, all of the city of Philadelphia, of the second part. WHEREAS, the said party of the first part now stands indebted as hereinafter mentioned, (and exclusive of their indebtedness upon their mortgage bonds,) in the sum of six hundred and eighty-three thousand four hundred and eighty-one dollars and seventy-four cents, a portion of which indebtedness consists of land damages arising from the enlargement of said Canal; another portion of which is represented by promissory notes made by said party of the first part, and for the payment of which the payees or indorsees thereof hold as collateral security certain mortgage bonds and preferred stock; and another portion of which indebtedness is represented by coupons of the first mortgage bonds of said party of the first part, paid by other persons for and on account of said Company as hereinafter mentioned; and the residue of which indebtedness is represented by promissory notes made by said Company, and other claims against them. AND WHEREAS, at a meeting of the creditors of said Company, in view of the large indebtedness

and of the financial embarrassments thereof, a certain written agreement, (dated on the fifteenth day of September, A. D. 1857,) was made and entered into, by and between said Company and a large majority in number and amount of the said creditors, which said agreement sets forth the fact of said indebtedness as aforesaid; that a portion thereof, viz: the sum of two hundred and fifteen thousand, two hundred and eighty dollars consists of moneys advanced and securities loaned for payment of the interest on the mortgage bonds of the said party of the first part, due on the first day of November, A. D. 1856, and the first day of May, A. D. 1857, and for payment of the contractors for the enlargement of the works of said Company therein mentioned, and that said monies and securities were so loaned and advanced upon an agreement in writing, that the parties making the said loan and advance, should hold as collateral for repayment and return thereof, the coupons for the interest thus paid by them, and should receive the mortgage bonds and preferred stock pledged as collateral for the payment of the promissory notes representing a portion of said indebtedness of said Company as aforesaid, whenever the debts thus secured should be paid and such collateral surrendered to said Company, [which said last mentioned written agreement, was made and entered into on the _____ day of October, A. D. 1856, under and in pursuance of certain resolutions of the Board of Managers of said party of the first part, made upon the sixteenth day of October, A. D. 1856: and as by reference to said resolutions, and the said last mentioned written agreement will

fully appear]; And the said written agreement dated on the fifteenth day of September, A. D. 1857, further recites, that owing to existing embarrassments aforesaid, the said party of the first part had been unable to meet at maturity their obligations, and had been obliged to suspend the payment thereof, and that from an investigation of the affairs of said Company it was believed they would be able to pay all their said obligations, should time be given by the various creditors, for them so to do, upon the terms and at the times in said agreement expressed, and that it was for the interests of all that time should be thus given, and said agreement witnessed that in consideration of the premises and of the mutual advantage and benefit to be derived therefrom, the said parties thereto did mutually agree to and with each other, and the said creditors of said Company did mutually agree between themselves as follows, to wit: that said party of the first part would appropriate all the revenue derived from their works and property that may be received during the years 1858 and 1859, [after payment of the necessary expenses of carrying on the Canal and the land damages, if any,] to the payment of the claims against the said Company in the following order, viz: *First*, to the payment of the interest upon all coupons due and unpaid by the Company and maturing prior to the second day of November, A. D. 1859, belonging to the mortgage bonds issued by said Company, the coupons thus referred to being the coupons to fall due upon the first day of November, A. D. 1857; the first days of the months of May and November, A. D. 1858; and the first days of the months of May and November,

A. D. 1859. *Second*, to the payment of all the notes of the Company for which the holders thereof have the mortgage bonds of the said Company as collateral for their payment. *Third*, to the payment of the said indebtedness above stated of two hundred and fifteen thousand two hundred and eighty dollars, incurred under the resolutions of the Board of Managers of October 16th, A. D. 1856. And the said Company did thereby further agree to pay the residue of their indebtedness aforesaid, by certificates of loan to be secured by a second mortgage to be created for that purpose, upon the works and franchises of the Company, which certificates of loan should be made redeemable in fifteen years from the first day of May, A. D. 1860, and should bear interest from that date at the rate of six per cent. per annum; and the creditors aforesaid did, in and by the said written agreement, covenant and agree with the said Company as is therein expressed, and as by reference thereto will fully and at large appear. AND WHEREAS, the said party of the first part hereto for the reasons above stated will be unable to pay at the maturity thereof the coupons attached to the first mortgage bonds of the said Company, maturing upon the first day of November, A. D. 1857, and upon the first day of the months of May and November, A. D. 1858, and upon the first day of the months of May and November, A. D. 1859, and have applied to the holders thereof to extend the time for the demand and payment thereof, until after the first day of May, A. D. 1860, upon receiving semi-annually from the first day of November, A. D. 1857, the interest upon the amount of such coupons from said Company, and

thereafter, viz: after the first day of May, A. D. 1860, payment of the principal of said coupons from and out of the rents, tolls, income, issues and profits of said Company as hereinafter provided, and which proposition of said Company it is anticipated will be by the holders of said bonds and coupons accepted and agreed to.

AND WHEREAS, the terms and provisions of said agreement and proposition are just and equitable in view of the rights of the creditors of said Company respectively. AND WHEREAS, at a meeting of the Stockholders of said Company, duly convened, and held at the office of the Company in the City of Philadelphia on the fifteenth day of October, A. D. 1857, it was resolved, that the Directors of said Company should be, and they were thereby authorised to make, execute and deliver, to three or more Trustees, a mortgage upon the franchises, tolls, income, and property of said party of the first part, of every nature, to secure the payment of the several sums above mentioned, and in the manner and order specified, and that the said mortgage should contain such covenants and provisions as should in the opinion of the Directors best protect, as well the interests of the creditors as of the stockholders of said Company; and it was also then and there further resolved, that if any proceedings which had been taken, or which may be taken, by any one of a few dissenting creditors, with a view to acquire a preference over the other creditors, should, in the opinion of the Directors, be likely to prejudice the interests of those intended to be secured by said Mortgage, or the interests of the said Company, that then the Direc-

tors of said Company were authorised, and requested to surrender possession of all the estate and property, of every nature whatsoever, to the trustees, in the Mortgage authorised by said resolutions, in such manner and form, as to them shall seem best. AND WHEREAS, in pursuance of the agreement aforesaid, and of the premises, and of every lawful authority in them vested, and for the purpose of securing the payment of the residue of their indebtedness aforesaid; provided to be paid by certificates of loan, to be secured by a second Mortgage, as herein expressed, the said party of the first part hereto, are about to make and execute under their corporate seal, certificates of loan for the amount of such indebtedness, including interest thereon, to the first day of May, A. D. 1860, and to bear interest thereafter upon the principal sums secured thereby, and which interest is to be paid semi-annually, and which principal sums are to become due and payable on the first day of May, A. D., 1875, and propose to issue and dispose of the said certificates of loan in payment of such residue of indebtedness aforesaid. AND WHEREAS, the Directors of the said Company are of opinion that the interests of the creditors aforesaid as well as that of the stockholders of the said Company will be best protected by the provisions and covenants in this Indenture of Mortgage contained. NOW THIS INDENTURE WITNESSETH, that the said Union Canal Company of Pennsylvania, in consideration of the premises, and for the better securing the payment of the indebtedness aforesaid in the manner herein expressed, and for and in consideration of the premises and of the sum of one dollar, lawful money, to them

by the party of the second part hereto paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, confirmed, assigned, transferred and set over, and by these presents [in pursuance of every lawful authority in them vested, and of the authority given by the stockholders at their meeting aforesaid, and of all and every privilege and authority given by the stockholders, and every privilege and authority the said party of the first part in this behalf enabling,) do grant, bargain, sell, alien, enfeoff, release, confirm, assign, transfer and set over, unto the said party of the second part, and to the survivors and survivor of them, and to the heirs, executors, administrators and assigns of such survivor, all and singular, the Canals, Railroads, Waters, Dams, Basins, Works and property, real and personal, and all the franchises, corporate privileges and improvements whatsoever and wheresoever in the State of Pennsylvania, as now constructed, held and enjoyed by said party of the first part, or as the same may at any time or times hereafter be altered, enlarged, improved, held and enjoyed, [and especially all and singular, the personal property mentioned and set forth, in a certain schedule or statement, annexed to a certain supplementary and confirmatory Mortgage, made by said parties of the first part hereto to James W. Paul, and Charles H. Rogers, surviving trustees, &c., bearing date the twentieth day of October, A. D., 1857, and intended to be forthwith recorded,] and also, all and singular, the Rents, Tolls, Income, Profits, Proceeds and Emoluments, now reserved, due, issuing, accruing and payable, and to be at any time hereafter reserved, due,

issuing, accruing, and payable to said party of the first part, from, out of, or by reason of the Canal Navigation and Railroad improvements, lands, corporate privileges, franchises, real and personal estate, and premises aforesaid. And also, all the Estate, real, personal and mixed, whatsoever and wheresoever, of said party of the first part. Together, with all and singular, other the rights, liberties, privileges, fixtures, appendages, hereditaments, members and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders thereof, TO HAVE AND TO HOLD, all and singular, the premises hereby granted, conveyed and assigned, with the rights, privileges and appurtenances, unto the said J. Rodman Paul, R. Rundle Smith, and Oscar Thompson, and to the survivors and survivor of them, and to the heirs, executors, administrators or assigns, of such survivor, to and for their only proper use, benefit, and behoof forever IN TRUST, nevertheless, and to, for and upon the several uses, intents and purposes, hereinafter mentioned and declared, of and concerning the same, that is to say, IN trust, [after first deducting therefrom, of all necessary expenses and repairs, in the management and carrying on the business of said Company, and all sums for land damages, if any, incurred, or to be incurred, by reason thereof,] for the use, benefit, and security of the creditors aforesaid, of the said party of the first part, and for the purpose of securing unto said creditors their several and respective claims and demands against said Company, as herein provided, and according to the order and arrangement for payment thereof herein set forth, that is to say, after the

deductions aforesaid, to secure, *First*, the payment of the interest upon the principal of the coupons attached to the first mortgage bonds of said Company, which Coupons will become payable upon the first day of November, A. D., 1857, and upon the first day of the months of May and November, A. D., 1858, and upon the first day of the months of May and November, A. D., 1859. *Second*, to secure the payment of the notes of the Company which are secured by the delivery or deposit of the first Mortgage bonds of the Company as collateral. *Third*, to secure the payment of the said indebtedness of two hundred and fifteen thousand two hundred and eighty dollars, incurred under the resolutions of the Board of Managers, of October 16th, 1856, aforesaid, and *Fourth*, to secure the payment of the whole of the aforesaid residue of indebtedness, and for which certificates of loan secured by this Mortgage may be issued as aforesaid. Subject nevertheless, until default shall have occurred or surrender made as hereinafter mentioned, to permit and suffer the said party of the first part hereto, their successors and assigns, and their President, Managers, Officers, and Agents, to continue in the possession of all the Estate, real, personal, and mixed aforesaid, and to use, manage and control the same, for the purposes of the business of said Company, without prejudice to the security of this Mortgage.

And it is hereby expressly covenanted, agreed and understood by and between the said Union Canal Company of Pennsylvania aforesaid, and their successors and assigns, and the said J. Rodman Paul, R. Rundle Smith and Oscar Thompson, and their heirs,

executors, administrators and assigns and successors in the said trust, in manner following, viz:

First. That they the said parties of the first part so long as they remain in possession and have the use, management and control of the premises and estates, real, personal and mixed hereby or hereby agreed to be conveyed in mortgage as aforesaid, or any or either part thereof, shall and will at all times keep such premises and real and personal estate in the same good repair in which it exists at the date of this Indenture, or may be at the time of its being acquired by said party of the first part, and shall perpetuate and maintain the same, and shall and will pay, appropriate and apply the rents, tolls, income, profits, proceeds and emoluments of all such estates and premises so used, managed and controlled by them, [after deducting therefrom the costs of all repairs, and all necessary expenses in the management and carrying on of the business of the said Canal and the works thereof, and the land damages payable thereby,] to the payment of the indebtedness of said Company as herein specified, and in the order and according to the arrangement for payment thereof, next hereinafter set forth, viz: *First.* To the payment of the interest upon the principal of the coupons [attached to the first mortgage bonds of said Company] maturing upon the first day of November, A. D, 1857, upon the first day of the months of November and May, A.D. 1858; and upon the first day of the months of May and November, A. D. 1859; as hereinbefore stated, and will well and truly pay the said coupons attached to said first mortgage bonds which

become due on the first day of May, A. D. 1860, and shall and will punctually pay the said coupons as the same shall thereafter semi-annually become due and payable. *Second.* To the payment of all such notes of the said Company as are secured by the delivery or deposit of the first mortgage bonds of the said Company as collateral. *Third.* To the payment of the said indebtedness of two hundred and fifteen thousand two hundred and eighty dollars incurred as hereinbefore set forth. *Fourth.* To the payment of the principal of the coupons, time for payment of which shall be postponed as above stated, and *Fifth.* To the punctual payment of the semi-annual interest upon the certificates of loan so to be issued as aforesaid, as the same shall fall due, and the principal thereof when, and as the same shall become due and payable.

Second. That should the said parties of the first part hereto, or their successors at any time or times hereafter, deem it proper and expedient for the interests of the persons hereby intended to be secured, to surrender and deliver to the said Trustees or Trustee for the time being, the whole or any part of the estates and premises and property, real and personal, hereby mortgaged and intended so to be, it shall be lawful for said party of the first part, to make such surrender and delivery of the same accordingly, and it shall be the duty of such Trustees or Trustee for the time being, upon such surrender and delivery, and they or he shall and will immediately thereafter enter upon said property and estates, real and personal, or either, so surrendered and delivered and take and ac-

cept possession thereof, PROVIDED always nevertheless, and it is expressly agreed by the parties hereto, that if actual possession of the premises hereby conveyed or agreed so to be, or any part or parts thereof, shall at any time hereafter be taken by, or given, or surrendered to the said Trustees or Trustee for the time being, under and by virtue of this mortgage and the covenants herein contained, that the same shall not be deemed in any manner to affect prejudice or impair the prior mortgage security given by the said party of the first part to trustees for the benefit of bond or loan holders.

Third. That if the said Trustees or Trustee for the time being, shall at any time or times, take or receive actual possession of the premises aforesaid, or any part thereof, that then and in such case the said Trustees or Trustee for the time being, shall and will pay, apply and appropriate the rents, tolls, income, profits, proceeds and emoluments of the said estates, real and personal, and premises so surrendered [after deducting therefrom and first paying all such sums of money as at the time of taking and accepting such surrender may be due for wages of all persons who may have been theretofore, or may then be, employed in and about the business of said Company, and also all such sums as may be then due for materials furnished to said Company for the ordinary repair of the works thereof; and thereafter deducting and paying the necessary expenses of said Trustees or Trustee for the time being and of their officers, agents and servants, and also all other expenses incident to the duty or trust hereby created, and after payment of the

expenses and cost of repairs necessary to keep and maintain the said premises so surrendered and every part thereof in good order and repair and fit for public use, and to prosecute the business thereof, and also after retaining such sums or sum as may be sufficient to indemnify the said Trustees or Trustee for the time being from any liability, loss, or damage by virtue of any act or acts as such Trustees or Trustee] to the payment of the several debts and sums of money hereinbefore mentioned, to the same parties, and in the same order and priority that the same are hereinbefore covenanted and agreed by the said Company to be paid, appropriated and applied: PROVIDED always nevertheless, and it is hereby further expressly covenanted and agreed by and between the parties hereto, that if at any time or times after any such surrender and delivery and acceptance aforesaid, the said Trustees or Trustee for the time being, shall in their or his sole discretion [for the exercise of which discretion, they or he shall not become in any manner liable or responsible] deem it expedient and proper, or if the same can at any time be done by lawful authority and without impairing the rights of any parties hereby intended to be secured, to re-assign, re-transfer, restore and re-deliver unto the said party of the first part the possession of said premises so surrendered and delivered, it shall and may be lawful for such Trustees or Trustee for the time being, duly to make such re-assignment, restoration, re-transfer and re-delivery to said party of the first part or their successors or assigns, upon such terms and conditions for the protection of the parties hereby intended to be

secured, as the said Trustees or Trustee for the time being may deem proper and expedient.

Fourth. That if the said party of the first part hereto, or their successors, shall at any time during the continuance of the trust hereby created, and while the premises and estates real and personal, hereby conveyed and mortgaged, or any part thereof, remain, or may be in their possession, and not surrendered and delivered as herein provided, desire or think it expedient to sell or dispose of the said premises and real or personal estate, and property so remaining and being in the possession of said party of the first part, or any part thereof, the said party of the first part, shall and may with the written consent of the Trustees or Trustee for the time being, grant, bargain, sell, convey, assign, transfer, exchange or dispose of the same, to any person or persons, freed from all and every the trusts hereby created, and without any obligation upon such purchasers or purchaser, to see to or be responsible for the consideration monies given or paid therefor; and should the said Trustees or Trustee for the time being, at any time during the continuance of this trust, and after the premises and estates, real and personal, hereby conveyed and mortgaged, or any part thereof, are surrendered and delivered to them or him as herein provided, and while possession of the property and estates so surrendered remains in such Trustees or Trustee for the time being, deem it expedient and proper in their discretion or his discretion, to grant, sell or dispose of such premises and estates, or any part thereof, then the said Trustees or Trustee for the

time being, shall and may so grant, bargain, sell, convey, assign, transfer, exchange or dispose of the same, to any person or persons, freed from all and every the trusts hereby created, and without any obligation upon such purchasers or purchaser, to see to or be responsible for the monies or other considerations given or paid therefor. PROVIDED always, that the whole consideration monies and other considerations, for any of said premises and estates so sold, exchanged and disposed of, or such part thereof as said Trustees or Trustee for the time being may be entitled to, [in the event of such premises and estates so sold, exchanged or disposed of, being covered by and liable for any prior incumbrance,] shall be transferred and paid over to, and be received by the said Trustees or Trustee for the time being, to be held by them or him subject to all the trusts, and for the uses and purposes herein-before stipulated, covenanted and provided in relation thereto, or as herein-after provided.

Fifth. And it is hereby further covenanted and agreed as aforesaid, that for the exercise in good faith by said Trustees or Trustee for the time being, of judgment or discretion in any case wherein such discretion is allowed or given to them, or him, the said Trustees or Trustee for the time being, shall not be, or become responsible, nor shall they or he be or become responsible for the consequences thereof, or for any matter or thing resulting therefrom or connected therewith; and the said Trustees or Trustee for the time being, are hereby invested with full power and authority, to do, execute and perform all and every act or deed, and to make and execute all and every

contract or agreement which may be necessary and proper, for the full and complete performance of the several powers and authorities above vested in them, in as ample a manner as if the same were herein separately enumerated and specified. And it is further covenanted and agreed, and this trust is accepted upon the express condition, that the said Trustees shall not, nor shall any future Trustees or Trustee, nor either or any of them, incur any liability or responsibility whatever, in consequence of permitting or suffering the said party of the first part, to remain or to be in possession of the mortgaged premises, real and personal estate herein mentioned, or any part thereof as aforesaid, and to use and enjoy the same: nor shall they or he the said Trustees or Trustee for the time being, be or become responsible or liable for any destruction, deterioration, determination, loss, injury or damage, which may be done or occur to the premises and estates, real and personal, or any part thereof hereby mortgaged, either by said party of the first part, their agents or servants, or by any other persons or person whatsoever, or by, or from any cause or accident whatsoever. Nor shall any such Trustees or Trustee present or future, or either of them, be in any way responsible for the consequences of any breach of the covenants on the part of the said party of the first part herein contained, nor of any act of the said party of the first part, their agents or servants: nor shall such Trustees or Trustee be or become responsible for any moneys, property, or real or personal estate whatever, except what has actually and in fact come into their or his hands and possession, by virtue of the provisions hereof: nor

shall the said Trustees or Trustee for the time being, be liable or responsible for any other cause than his own wilful and intentional breaches of the trusts herein expressed and contained.

Sixth. That in the event of the death, resignation, neglect or refusal to act, of any of the Trustees herein named, or of any of their successors in the trust, or in the event of a vacancy in the said Trust from any other cause whatever, whereby the number of the said Trustees, present or future, shall be reduced below the number herein named, then the said party of the first part hereto and the remaining surviving or acting Trustees shall have full power and authority to nominate and appoint a new Trustee for the purpose of filling the said vacancy or vacancies, and supplying the place of such Trustee dying, resigning, neglecting, or refusing to act: And no Trustee shall in any case be appointed without the full and entire consent in writing of the other Trustees or Trustee for the time being, and the said Trustee so nominated and appointed shall take upon himself the same trusts and have the same powers, and be subject to all the stipulations and conditions of this Indenture: and which trusts, powers, stipulations, and conditions, it is hereby agreed and declared, shall extend to, and be performed and executed by such newly appointed Trustees or Trustee, as they can or may or could or might be, by the party originally named herein as party of the second part: And the like nominations and appointments shall and may be made and carried into effect, in like manner, and as often from time to time as there may be occasion therefor. PROVIDED always

nevertheless, that if the party of the first part aforesaid, their successors, or assigns, shall and do well and truly pay or cause to be paid unto the persons or person, bodies politic or corporate, the debts and sums of money due, and to become due, to them as aforesaid, as herein provided, and for payment whereof this Indenture is made as and for security as aforesaid, and without any fraud or further delay, then and from thenceforth as well this present Indenture, and the estates and property real and personal hereby granted and conveyed, shall [with the Certificates of Loan about to be issued, for the residue of indebtedness aforesaid,] become void and of no effect, any thing hereinbefore contained, to the contrary thereof, in any wise notwithstanding. AND PROVIDED FURTHER, and it is hereby expressly understood and agreed, that this Indenture of Mortgage and all the provisions thereof, is and are made subject to a certain Indenture of Mortgage made by said parties of the first part to M. Brooke Buckley and others, Trustees, dated on the twenty-third day of August, A.D. 1853, and duly recorded in the proper office at Dauphin County, in Mortgage Book, M., page 30, &c., and otherwise duly recorded. And also subject to a certain Supplementary and Confirmatory Mortgage (to and of said last mentioned Indenture,) dated on the twentieth day of October, A.D., 1857, made by said party of the first part to James W. Paul and Charles H. Rogers, surviving Trustees, &c., therein named, and which Mortgage is intended to be forthwith recorded. And also subject to the provisions of said original and confirmatory and supplementary mortgages as therein contained. And further, that no-

thing in this Indenture contained, shall be so construed as in any way to prejudice or impair the lien of such original and supplementary mortgage in any manner whatsoever.

IN WITNESS WHEREOF the said "Union Canal Company," of Pennsylvania, have caused these presents to be sealed with their common or Corporate Seal, duly attested by their Secretary, and have caused these presents to be signed by their President, the day and year first above written.

SEALED AND DELIVERED

IN PRESENCE OF US,

The word "after" on eleventh line of fifth page, written over erasure, also the word "Company," on thirty-ninth line of same page; the words "or any part thereof," on twenty-ninth line of seventh page, interlined. All before signing.

J. OSCAR STEPHENS.
O. THOMPSON.
DAVID LAPSLEY.

R. RUNDLE SMITH,
President, &c.



Attest,

O. THOMPSON,
Secretary and Treas.

We accept the trusts and conditions thereof, in the above written Indenture of Mortgage contained. Witness our hands and seals, this twenty-eighth day of October, A.D., 1857.

Witnesses at signing
of Trustees.

DAVID LAPSLEY.

J. OSCAR STEPHENS.

JNO. B. KENNEY.

JNO. RODMAN PAUL.



R. RUNDLE SMITH.



O. THOMPSON.



CITY OF PHILADELPHIA, }
 STATE OF PENNSYLVANIA. } ss.

On this twenty-eighth day of October, A.D. 1857, before me, the subscriber, an Alderman of the city of Philadelphia, personally came and appeared, Oscar Thompson, Secretary of "The Union Canal Company of Pennsylvania," who being duly affirmed, did depose and say: that he was personally present and saw R. Rundle Smith, President of the said "Union Canal Company of Pennsylvania," sign, seal and deliver the foregoing Indenture as his act and deed, and by order and authority of the said Company, as the act and deed of the said Company, and did also see him, the said President, affix the seal of the said Company to the said Indenture or instrument of writing, by virtue of the authority vested in him, and that the aforesaid and above affixed seal is the common or corporate seal of the said Company.

O. THOMPSON.

Affirmed and subscribed the day and year aforesaid before me. Witness my hand and seal, this twenty-eighth day of October, Anno Domini, 1857.

JNO. B. KENNEY, *Alderman.*